

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET**

1. SOLICITATION NUMBER

2. (X one)

N00173-99-R-LS06

a. SEALED BID

☒ b. NEGOTIATED (RFP)

c. NEGOTIATED (RFQ)

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including ZIP Code)

CONTRACTING OFFICER
NAVAL RESEARCH LABORATORY
ATTN: CODE 3230.LS
WASHINGTON DC 20375-5326

4. ITEMS TO BE PURCHASED (Brief description)

INFRARED GLASS WINDOWS

5. PROCUREMENT INFORMATION (X and complete as applicable)

☒ a. THIS PROCUREMENT IS UNRESTRICTED

b. THIS PROCUREMENT IS A _____ % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)

(1) Small Business

(2) Labor Surplus Area Concerns

(3) Combined Small Business/Labor Area Concerns

6. ADDITIONAL INFORMATION

The Naval Research Laboratory Contracting Division issues solicitations and amendments to solicitations electronically via the Internet at the following website: <http://heron.nrl.navy.mil/contracts/home.htm>.

Any amendments to this solicitation will be posted at that website. Amendments will not be distributed by any other means. It is the responsibility of potential offerors to periodically review the website for amendments to this solicitation.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)

FLEMING, LISA A.

c. TELEPHONE NUMBER (Include Area Code and Extension) (NO COLLECT CALLS)

b. ADDRESS (Include Zip Code)

NAVAL RESEARCH LABORATORY
4555 OVERLOOK AVE., SW CODE 3230.LS
WASHINGTON DC 20375-5326

8. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/> b. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)		<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	e. OTHER (Specify)		
9. MAILING LIST INFORMATION (X one)			
<input type="checkbox"/>	YES	<input type="checkbox"/> NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF TIME(S) INVOLVED.
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Include Zip Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)		(2) Title	(3) Signature
			(4) Date Signed (YYMMDD)

DD FORM 1707 REVERSE, MAR 90

FOLD

FOLD

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FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
N00173-99-R-LS06	
DATE (YYMMDD)	LOCAL TIME
990909	4:00 P.M.

TO

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO	PAGE OF 1 19 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. N00173-99-R-LS06	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 09 AUGUST 99	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE 3230.LS WASHINGTON DC 20375-5326		CODE N00173	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in BUILDING 222 ROOM 115 until 4:00 local time 09 SEP 99
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME LISA FLEMING	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-767-3739
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11. TABLE OF CONTENTS

(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	8-13
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	3	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	13
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	3	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	13-14
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	4	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	14-18
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	5-7	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	18-19
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	7				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)
		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NUMBER	SUPPLIES OR SERVICES	MAX QTY	UNIT	UNIT PRICE	MAXIMUM AMOUNT
0001	The Contractor shall provide Rectangular infrared glass windows (approx. 13" x 7.2" x ½") in accordance with Section C.	8	EA	\$	\$
0002	The Contractor shall provide Rectangular infrared glass windows (approx. 13" x 10" x ½") in accordance with Section C.	8	EA	\$	\$
0003	The Contractor shall provide elliptical infrared glass windows (approx. 18" x 13" x 5/8") in accordance with Section C.	24	EA	\$	\$
0004	The Contractor shall provide round infrared glass windows (approx. 20" diameter x ¾") in accordance with Section C.	10	EA	\$	\$
TOTAL MAXIMUM DOLLAR AMOUNT FOR CLINs*:					\$

*CONTRACT LINE ITEM NUMBER

B-2 MINIMUM AND MAXIMUM QUANTITIES

As contemplated by the clause of the solicitation entitled, "Indefinite Quantity", the minimum quantity inclusive of all CLINs to be ordered is two (2). The maximum quantity inclusive of all years will be fifty (50). The minimum amount shown is the minimum quantity of supplies the Government may order and may consist of any combination of items contained in Section B. The maximum amount shown is the

maximum quantity of supplies the Government may order and may consist of any combination of items contained in Section B.

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 Items furnished under this contract shall comply with Attachment (1), Specifications with Exhibit A, DD Form 1423, Contracts Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

SECTION D

PACKAGING AND MARKING

D-1 Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

D-2 The Contractor shall mark all shipments under this contract in accordance with the edition of ASTM-D-3951-90 "Standard Practice for Commercial Packaging" in effect on the date of the contract.

SECTION E

INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE CLAUSES BY REFERENCE:

<u>FAR CLAUSE</u>	<u>TITLE</u>
--------------------------	---------------------

52.246-2	- Inspection Of Supplies - Fixed -Price (AUG 1996)
52.246-16	- Responsibility For Supplies (APR 1984)

<u>DFARS CLAUSE</u>	<u>TITLE</u>
----------------------------	---------------------

252.246-7000	- Material Inspection And Receiving Report (DEC 1991)
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E-2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery will be accomplished by the Technical Manager (TM) or Contracting Officer Representative (COR) designated in Section G of this contract. Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC 20375-5320.

SECTION F
DELIVERIES OR PERFORMANCE

F-1 DELIVERIES OR PERFORMANCE CLAUSES BY REFERENCE:**FAR CLAUSE TITLE**

- | | | |
|-----------|---|--|
| 52.211-16 | - | Variation In Quantity (APR 1984) - The permissible variation shall be limited to: 0
Percent increase/decrease (fill in <u>0</u>) |
| 52.211-17 | - | Delivery Of Excess Quantities (SEP 1989) |
| 52.242-15 | - | Stop-Work Order (AUG 1989) |
| 52.242-17 | - | Government Delay Of Work (APR 1984) |
| 52.247-34 | - | F.O.B. Destination (NOV 1991) |

F-2 DELIVERIES OR PERFORMANCE

- (a) The effective period of this contract during which delivery orders/task orders may be issued is from date of contract award through thirty-six (36) months thereafter.
- (b) Each delivery order/task order shall specify the required delivery schedule. The minimum required delivery will be ninety (90) days from issuance of delivery order.
- (c) All deliverables required by Contract Line Item No's. (CLINs) **0001 through 0004** under each order shall be shipped FOB Destination, Naval Research Laboratory, Washington DC 20375-5320, consigned to:

Contracting Officer's Representative

*

Naval Research Laboratory

Contract Number : *

Delivery Order Number: _____

Building: *

Code: *

4555 Overlook Avenue, SW

Washington DC 20375-5320

(* To be filled in at time of award)

SECTION G

CONTRACT ADMINISTRATION DATA

G-1 PROCURING OFFICE REPRESENTATIVE

In order to expedite administration of the contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Matters- *

Security Matters- *

Safety Matters- *

Patent Matters- *

Release of Data- *

The ACO will forward invention disclosures and reports directly to the Associate Counsel for Patents, Code 3008.2, Naval Research Laboratory, Washington DC 20375-5320. The Associate Counsel for Patents will return the reports along with a recommendation to the Administrative Contracting Officer. The Associate Counsel for Patents will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

(* To be filled in at time of award)

G-2 TECHNICAL MANAGER - FUNCTIONS AND LIMITATIONS

* is hereby designated the cognizant Technical Manager who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The Technical Manager is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The Technical Manager does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The Technical Manager, after review and signature of the "Material Inspection and Receiving Report, DD Form 250, If applicable, will forward a copy to the Administrative Contracting Officer.

(* To be filled in at time of award)

G-3 NAPS 5252.232-9000 - SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

- (a) "Invoices" as used in this clause does not include contractor's requests for progress payments.
- (b) The contractor shall submit original invoices with 4 copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The contractor shall prepare:
- | | |
|------------|--|
| <u> *</u> | a separate invoice for each activity designated to receive the supplies or services. |
| <u> X</u> | a consolidated invoice covering all shipments delivered under an individual order. |
| <u> *</u> | either of the above. |
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

G-4 INVOICING ADDRESS

With reference to paragraph (b) of the above provision, "Submission of Invoices(Fixed Price)", the contractor shall submit invoices to the address in Block 12 of the contract award form (SF26)

G-5 DELIVERY ORDER PROCEDURES FOR INDEFINITE QUANTITY CONTRACTS

The following procedure shall be followed when placing delivery orders under this contract:

- (a) Only properly appointed Contracting Officers employed at the Naval Research Laboratory (NRL) shall issue delivery orders under this contract.
- (b) A DD Form 1155 will be issued for each delivery order. The DD Form 1155, "Order for Supplies or Services", shall constitute the instrument for the placement of requirements under this contract.
- (c) Delivery orders issued shall include, but not be limited to, the following information:
- (1) Date of Order
 - (2) Contract Number and Delivery Order Number
 - (3) Accounting and Appropriation Data
 - (4) Description of the Item(s) to be delivered

- (5) DD Form 1423 (Contract Data Requirements List)
- (6) Place of Delivery
- (7) The Inspecting and Accepting Codes
- (8) Period of Performance

(d) The ceiling amount for each delivery order will be the ceiling price stated therein and may not be exceeded except when authorized by a modification to the delivery order.

G-6 ACCOUNTING AND APPROPRIATION DATA

Each delivery order/task order will contain the accounting and appropriation data for payment under the contract.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

(To be filled in at time of award)

H-2 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

I-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://heron.nrl.navy.mil/contracts/home.htm>

a. FEDERAL ACQUISITION REGULATION CLAUSES

FAR CLAUSE TITLE

52.202-1	-	Definitions (OCT 1995)
52.203-3	-	Gratuities (APR 1984)
52.203-5	-	Covenant Against Contingent Fees (APR 1984)
52.203-6	-	Restrictions On Subcontractor Sales To The Government (JUL 1995)
52.203-7	-	Anti-Kickback Procedures (JUL 1995)
52.203-8	-	Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
52.203-10	-	Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
52.203-12	-	Limitation On Payments To Influence Certain Federal Transactions (JUN 1997)
52.204-4	-	Printing/Copying Double-Sided On Recycled Paper (JUN 1996)
52.209-6	-	Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JUL 1995)
52.211-5	-	Material Requirements (OCT 1997)
52.211-15	-	Defense Priority and Allocation Requirements (SEP 1990)
52.215-2	-	Audit And Records-Negotiation (AUG 1996)
52.215-8	-	Order of Precedence - Uniform Contract Format (OCT 1997)
52.215-11	-	Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)
52.215-13	-	Subcontractor Cost or Pricing Data Modifications (OCT 1997)
52.215-14	-	Integrity of Unit Prices (OCT 1997)
52.215-17	-	Waiver of Facilities Capital Cost of Money (OCT 1997) (<i>will be included if the successful offeror does not propose facilities capital cost of money</i>)
52.215-18	-	Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other than Pensions (OCT 1997)
52.215-19	-	Notification of Ownership Changes (OCT 1997)
52.215-21	-	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -Modifications (OCT 1997)
52.217-8	-	Option To Extend Services (AUG 1989)

- 52.219-4 - Notice of Price Evaluation Preference For HUBZone Small Business Concerns (JAN 1999) ☐ Offeror elects to waive the evaluation preference.
- 52.219-8 - Utilization Of Small Business Concerns (JAN 1999)
- 52.219-9 - Small Business Subcontracting Plan (JAN 1999)
- 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)
- 52.219-25 - Small Disadvantaged Business Participation Program-Disadvantaged Status And Reporting (JAN 1999)
- 52.222-1 - Notice To The Government Of Labor Disputes (FEB 1997)
- 52.222-3 - Convict Labor (AUG 1996)
- 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (FEB 1999)
- 52.222-35 - Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)
- 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)
- 52.223-2 - Clean Air And Water (APR 1984)
- 52.223-6 - Drug-Free Workplace (JAN 1997)
- 52.223-14 - Toxic Chemical Release Reporting (OCT 1996)
- 52.225-10 - Duty-Free Entry (APR 1984)
- 52.225-11 - Restrictions On Certain Foreign Purchases (AUG 1998)
- 52.226-1 - Utilization Of Indian Organizations And Indian-Owned Economic Enterprises (MAY 1999)
- 52.227-1 - Authorization And Consent (JUL 1995)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.227-3 - Patent Indemnity (APR 1984)
- 52.229-3 - Federal, State, And Local Taxes (JAN 1991)
- 52.229-5 - Taxes - Contracts Performed In U.S. Possessions Or Puerto Rico (APR 1984)
- 52.230-2 - Cost Accounting Standards (APR 1998)
- 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (APR 1998)
- 52.230-6 - Administration Of Cost Accounting Standards (APR 1996)
- 52.232-1 - Payments (APR 1984)
- 52.232-8 - Discounts For Prompt Payment (MAY 1997)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-11 - Extras (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-23 - Assignment Of Claims (JAN 1986)
- 52.232-25 - Prompt Payment (JUN 1997)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (MAY 1999)
- 52.233-1 - Disputes (DEC 1998)
- 52.233-3 - Protest After Award (AUG 1996)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-1 - Changes - Fixed Price (AUG 1987)
- 52.243-6 - Change Order Accounting (APR 1984)

- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.248-1 - Value Engineering (MAR 1989)
- 52.249-2 - Termination For Convenience Of The Government (Fixed Price) (SEP 1996)
- 52.249-8 - Default (Fixed-Price Supply And Service) (APR 1984)
- 52.252-6 - Authorized Deviations in Clauses (APR 1984) fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2);
- 52.253-1 - Computer Generated Forms (JAN 1991)

DFARS CLAUSE TITLE

- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (MAR 1999)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Required Central Contractor Registration (MAR 1998)
- 252.205-7000 - Provision Of Information To Cooperative Agreement Holders (DEC 1991)
- 252.209-7000 - Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996)
- 252.219-7004 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (MAR 1998)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (DEC 1991)
- 252.225-7009 - Duty-Free Entry - Qualifying Country Supplies (End Products And Components) (MAR 1998)
- 252.225-7010 - Duty-Free Entry - Additional Provisions (MAR 1998)
- 252.225-7012 - Preference for Certain Domestic Commodities (MAY 1999)
- 252.225-7025 - Restriction On Acquisition Of Forgings (JUN 1997)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 1992)
- 252.227-7000 - Non-Estoppel (OCT 1966)
- 252.227-7001 - Release Of Past Infringement (AUG 1984)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.233-7000 - Certification Of Claims And Requests For Adjustment Or Relief (MAY 1994)
- 252.242-7000 - Postaward Conference (DEC 1991)
- 252.243-7001 - Pricing Of Contract Modifications (DEC 1991)
- 252.243-7002 - Requests for Equitable Adjustment (MAR 1998)
- 252.247-7023 - Transportation Of Supplies By Sea (NOV 1995)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (NOV 1995) *(will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)*
- 252.248-7000 - Preparation of Value Engineering Change Proposals (MAY 1994)

I-2 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (JUN 1996)**(a) Definitions.**

"Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable) _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

* The Contractor shall insert the name of the substance(s).

I-3 DFARS 252.225-7008 - SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act - Trade Agreements - Balance of Payments Program clause or the Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty free entry.

I-4 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through contract completion.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I-5 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 1 **each**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **24 each**;

(2) Any order for a combination of items in excess of **30 each**; or

(3) A series of orders from the same ordering office within **45** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **30** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-6 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after a ninety (90) day period following contract expiration

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J
LIST OF ATTACHMENTS

J-1 Attachment (1) - Specifications - 2 Pages, with Drawings - 4 Pages

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K
REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K-1 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

Each Offeror must submit a completed Representations, Certifications, and Other Statements Of Offerors or Respondents with its proposal which is available electronically in full text at <http://heron.nrl.navy.mil/contracts/rep&certs.htm>

K-2 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

The fill in information is as follows:

The standard industrial classification (SIC) code for this acquisition is **5049**.

The small business size standard is **100 employees**.

K-3 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING

The Offeror's CAGE Code is {fill-in}_____.

See DFARS 252.204-7001 in Section L for procedures on requesting a CAGE Code.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://heron.nrl.navy.mil/contracts/home.htm>

FAR CLAUSE	TITLE
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52.204-6	- Data Universal Numbering System (DUNS) Number (APR 1998)
52.214-34	- Submission Of Offers In The English Language (APR 1991)
52.214-35	- Submission Of Offers In U.S. Currency (APR 1991)
52.215-1	- Instructions to Offerors- Competitive Acquisition (OCT 1997)
52.215-16	- Facilities Capital Cost Of Money (OCT 1997)
52.219-24	- Small Disadvantaged Business Participation Program - Targets (JAN 1999)
252.211-7005	- Substitutions For Military Or Federal Specifications And Standards (MAR 1999)
	(Offeror insert information for each SPI process)
	SPI Process:
	Facility:
	Military or Federal Specification or Standard:
	Affected Contract Line Item Number, Subline Item Number, Component, or Element:

L-2 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a ☐ DX rated order; ☒ DO rated order certified for national use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

L-3 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)ALTERNATE IV (OCT 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Offerors should provide information to enable the Contracting Officer to determine that the proposed price is fair and reasonable. Such information could include published price lists, information on previous sales of the same or similar items, or the projected costs of fabricating and installing the item (material costs, labor costs, etc).

L-4 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery Indefinite Quantity type contract with Firm Fixed Price type orders resulting from this solicitation.

L-5 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Control Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-6 DFARS 252.204-7001 - COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)

- (a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE Before the number.
- (b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--
 - (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of the Commercial and Government Entity (CAGE) Code;
 - (2) Complete section A and forward the form to DLSC; and
 - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.

L-7 GOVERNMENT-FURNISHED PROPERTY

No material, labor, or facilities will be furnished by the Government unless provided for in the solicitation.

L-8 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 9 of the Standard Form 33, "Solicitation, Offer and Award," no less than fifteen (15) days before closing. The Government will not consider questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-9 INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS

- (1) Information for the technical/management proposal shall be placed in Volume I and be completely separate from the business proposal (Volume II).
- (2) Proposal Identification/Mailing - The proposal should be packaged for delivery so as to permit safe and timely arrival at destination. The proposal package should be sent to the address shown in Block 7 of the RFP face page and marked:

Solicitation No. N00173-99-R-LS06

Closing Date:

(As specified in Block 9, RFP face page)

Attn: Code 3230.LS

- (3) Proposal Format and Length - No attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

L-10 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES .

- (1) Include a matrix indicating proposed labor hours by skill category required to perform the statement of work.
- (2) The following information is required for evaluation of your technical/management :

- Demonstrate that the supplies or services you propose to provide comply with the Specifications and discuss the reasons for any exceptions.
- Company Experience Subfactor: Proposals should provide a narrative description of company experience on projects with scientific and technical tasks similar to those required in the Statement of Work. This description should clearly show the relationship between the company's experience and the tasks required under the Statement of Work; the particular sciences addressed; and should provide details, such as project descriptions, and identification of the sponsoring agencies.
- Company Facilities Subfactor: The proposer should provide a complete narrative description of their facilities including information on any subcontractors or suppliers that will be used to successfully complete this effort.
- Past Performance Subfactor: (a) Offerors shall submit the following information as part of their proposal. (Offerors are encouraged to submit the information prior to other parts of the proposal to assist the government in reducing the length of the evaluation period.) List the last five (5) contracts or subcontracts completed during the past three (3) years for services similar in nature to this requirement. Include in the five (5) any current contracts or subcontracts for similar services that were awarded at least one year prior to the date of this solicitation. Offerors that have no similar previous or current contracts should provide the requested information for proposed subcontractors that will perform major or critical aspects of the requirement or for the proposed project manager or key personnel responsible for major or critical aspects of the requirement.

1. Name of contracting organization.
2. Contract number
3. Contract type
4. Total contract value
5. Description of the contract work
6. Contracting officer and telephone number
7. Contracting officer's representative, program manager, or similar official and telephone number

(b) Offerors shall contact the contracting organizations identified pursuant to paragraph (a) as soon as possible and request them to send past performance information on the identified contracts to the address in Block 7 of the face page of this solicitation. The past performance report which is available at <http://heron.nrl.navy.mil/contracts/home.htm> is to be provided to the contracting organization for this purpose. If the contracting organization has already collected past performance information on the contract pursuant to FAR Subpart 42.15, the format used to collect the information may be used instead of the past performance report.

(c) Offerors may include in their proposals specific information relating to problems encountered in performing the identified contracts and any corrective actions by the offeror. Offerors should not provide general information on their performance on the identified contracts as this will be obtained from the contracting organizations.

L-11 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL 2 COPIES

(1) PRICE PROPOSAL

The offeror shall submit a business proposal that includes a price proposal with supporting information. The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as travel. The offeror shall provide exhibits as necessary to substantiate the price

**SECTION M
EVALUATION FACTORS FOR AWARD****M-1 EVALUATION**

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed price and other factors considered. The Government reserves the right to make award to other than the low offeror.

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the price factor.

M-2-1. TECHNICAL/MANAGEMENT

The following technical subfactors are listed in descending order of importance:

- (1) **COMPANY EXPERIENCE:** The proposal will be evaluated on the offeror's demonstrated company experience in successfully performing projects requiring scientific and technical effort that is closely similar or related to the effort required by the Statement of Work. Experience in the fabrication of large and dry oxide glass windows with high optical quality will be given the greatest consideration.
- (2) **COMPANY FACILITIES:** The proposal will be evaluated on the offeror's facilities for the fabrication of large optical quality glasses. This includes large furnaces, equipment to mix the melt for homogenization, equipment for chemical/gas treatment of the melt, equipment for casting in desired shapes and finally controlled furnaces for annealing the large glass windows.
- (3) **PAST PERFORMANCE:** The proposal will be evaluated on the basis of the quality of the work performed or supplies delivered and timeliness of performance or delivery. The

evaluation will be based on the information provided pursuant to Section L and other sources if available. Offerors that have no relevant performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance. The government may begin proposal evaluation prior to receipt of past performance information. If, after completion of proposal evaluation except evaluation of past performance, the contracting officer determines that evaluation of past performance will not affect the outcome of competitive selection, the contracting officer may waive its evaluation in accordance with FAR 15.304(c)(3)(iii).

M-2-2 COST CATEGORY**(a) Overall Price To The Government**

The Government will analyze the price proposed by each contractor to determine whether it is fair and reasonable.

M-3 AWARD BY FULL QUANTITY

An offeror must propose on all items in this solicitation to be eligible for award.

SPECIFICATIONS FOR IR GLASS WINDOWS FOR 0.5 – 5.0 μM WAVELENGTH REGION

The contractor shall fabricate and deliver large glass windows of the following approximate sizes 13" x 7.2" x 1/2" and 13" x 10" x 1/2" both rectangular, 18" x 13" x 5/8" elliptical and 20" diameter x 3/4" round. The windows must have a high degree of homogeneity and exhibit a high percentage of transmittance. The windows developed in this program are an integral part of a much larger effort by the navy to build an intelligence reconnaissance system. Failure to accomplishing timely and successful completion of this program will jeopardize the success of the larger program.

The required glasses must transmit in the wavelength region of 0.5-5.0 micrometers. The percentage transmission is dependent on the purity of starting chemicals, the treatment given to the batch materials and also to the glass melts. Inhomogeneities in the glass, striations during casting or presence of water or transition metal impurities in the glass will reduce the infrared transmission of the glass in the wavelength region of interest (0.5-5.0 micrometers) and make the glass unacceptable for the application.

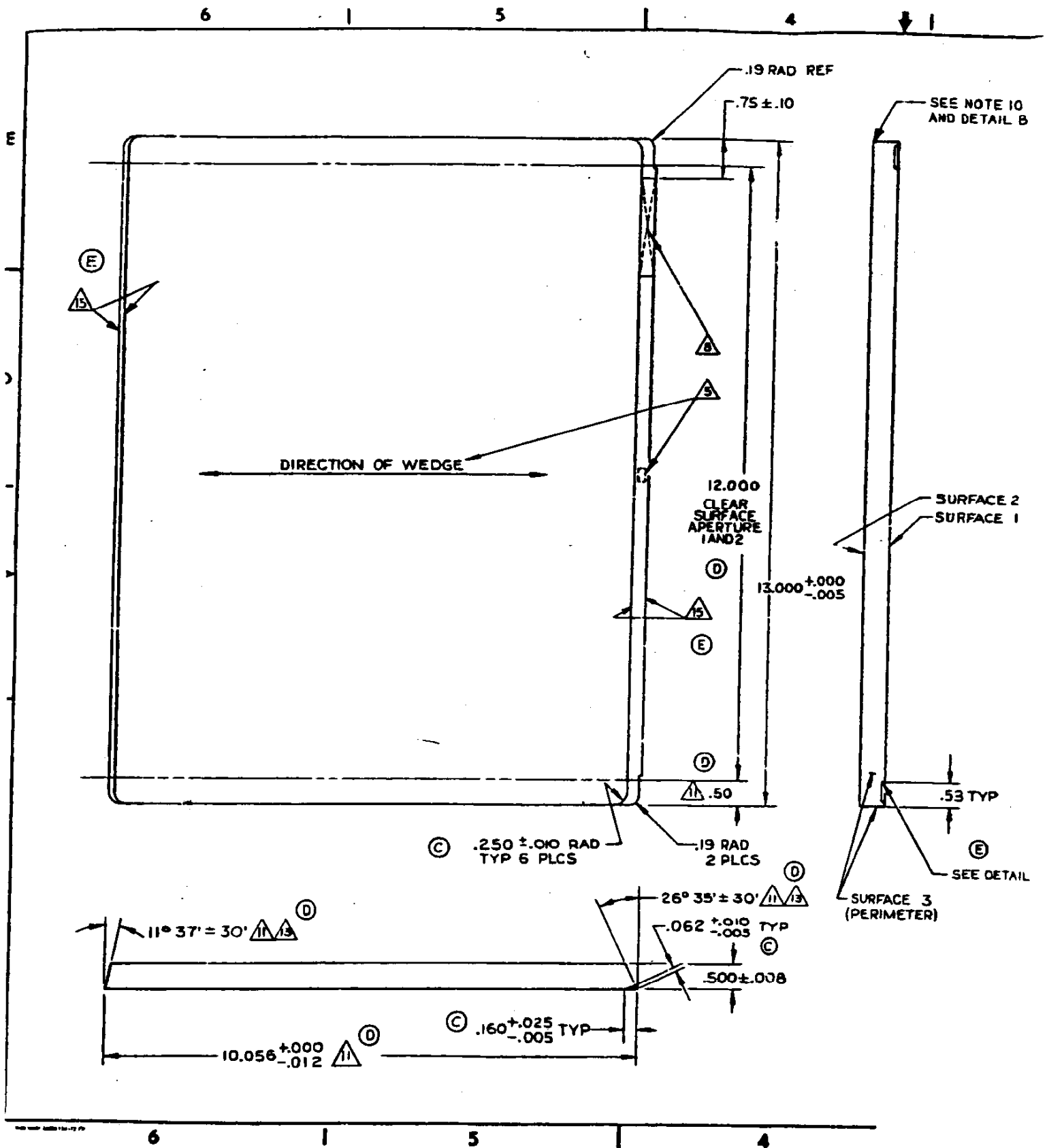
The glass batch material and the glass melt must be dried by chemical means to minimize the water content. The windows without AR coating must exhibit more than 50% transmission in the 0.5-5.0 micrometer wavelength region through a minimum thickness of at least 1/2". More specifically, following are the minimum transmissions required in different wavelength regions listed through a 1/2" thick window before AR coating:

Wavelength Region	% Transmission
0.3 – 2.5 μm	>85%
2.5 – 3.5 μm	>65%
3.5 – 5.0 μm	>50%

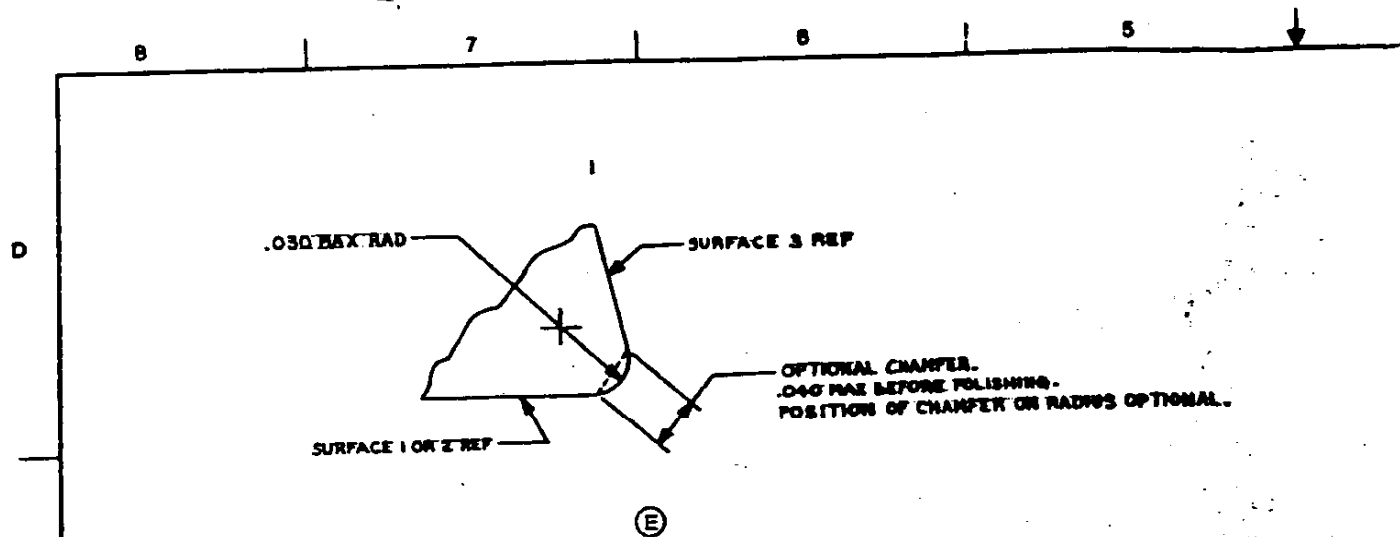
The glass must be striae-free and also free from phase separation and crystallization. The glass must not have bubbles and inclusion areas larger than 0.1-0.3mm² per 100 cm³ of glass volume. The glass must have high degree of homogeneity. Measured optical homogeneity, in terms of variations in the refractive index, of less than 2×10^{-5} is desired. The glass window must have a hardness of at least 375 kg/mm² when measured using Vicker's indentation technique at 500g load. The glass must also have a fracture toughness of at least 0.6 MPam^{1/2} and strength of at least 60 MPa.

The final windows must be polished to the precise size slabs with parallel surfaces as per the drawings. The surface finish must be better than a scratch/dig of 80/50 and the flatness must be better than $\lambda/10$ at a wavelength of 632.8 nm over any 7" diameter aperture area. The maximum allowed deviation from parallelism over the entire length of the window is 1 arc minute. The final polished window must be coated with a broad band AR coating covering the entire 0.5-5.0 μm wavelength region. The wavelength regions of interest where the reflection losses are to be optimized are 0.4-0.9 μm and 3.0-5.0 μm . The reflection losses after AR coating must be less than 3.5% per face in the 0.4-0.9 μm wavelength region and less than 1.5% per surface in the 3.0 – 5.0 μm wavelength region. The coating material must be very hard and durable and the coatings must hermetically cover the surface of the glass window.

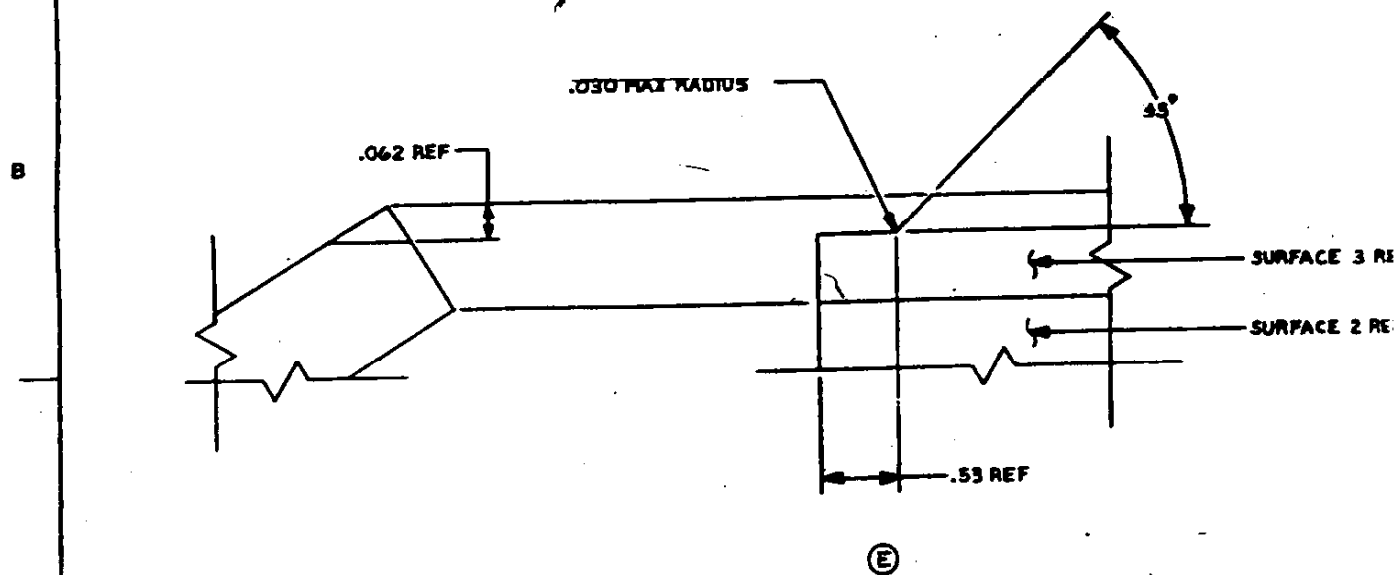
WINDOW



WINDOW 1

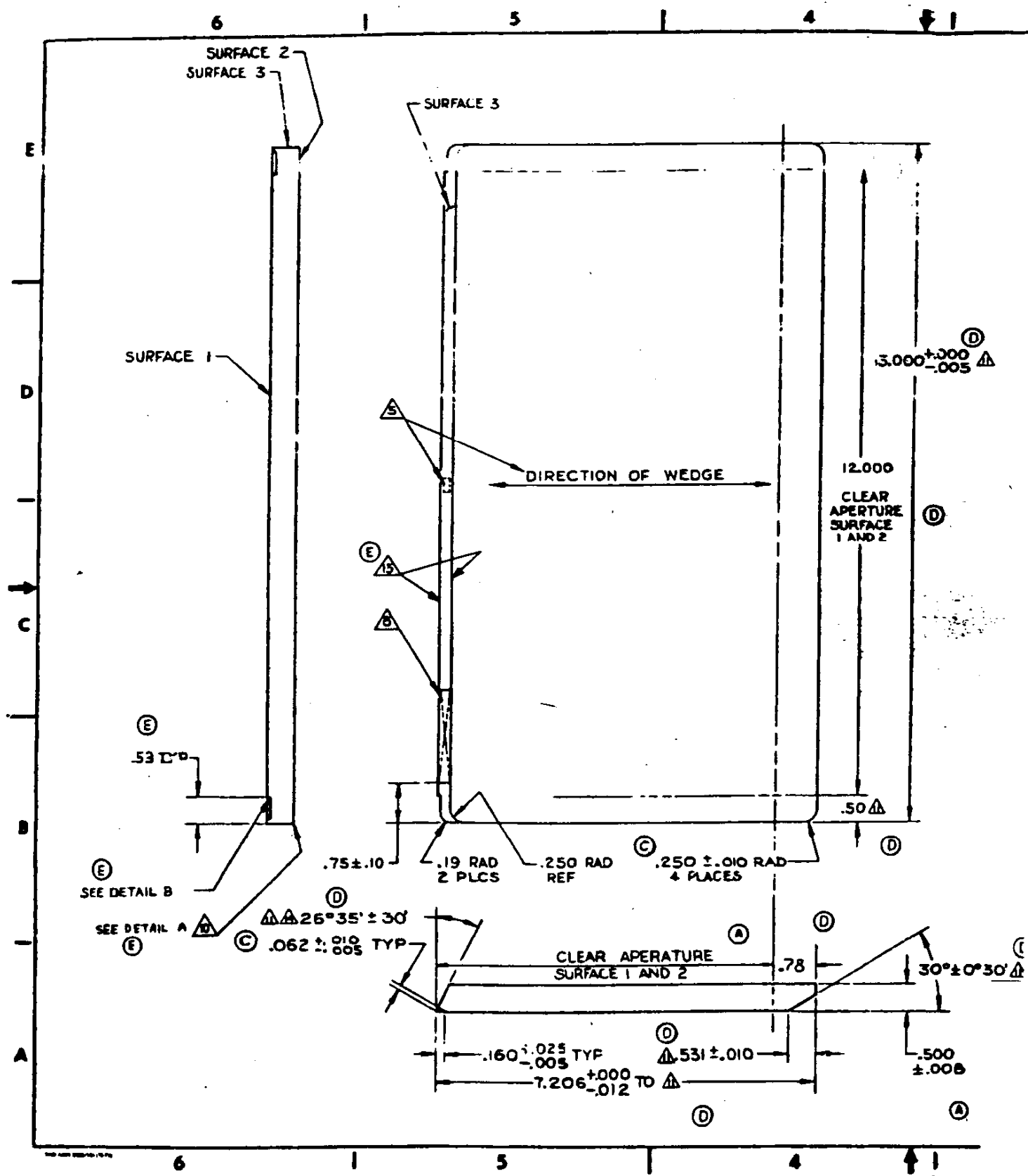


DETAIL A
TYPICAL EDGE TREATMENT



DETAIL B

WINDOW - 2



WINDOW - 2

